



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, California 94105

Temporary Relocation Agreement

1. This is an agreement (the Agreement) between the U. S. Environmental Protection Agency

(EPA) and _____

_____(Resident(s))

as the representative(s) for the structure identified as EPA Homesite # _____

located in the Chapter of _____ in the Navajo Nation in

the State of _____ (the Structure).

2. As provided in the Time-Critical Removal Action Memorandum for the _____
_____ Radioactive Structures site (the Site), EPA has determined that a
removal action under the Comprehensive Environmental Response, Compensation, and Liability
Act ("CERCLA" or "Superfund") is necessary to address actual and threatened releases of
hazardous substances, including uranium and its progeny and associated radiation, at and/or
around the Structure.

3. During the time the removal action is underway at the Structure, the following, to the best of
EPA's knowledge, is a complete list of all the individuals who use the Structure as their primary
residence and will therefore be offered temporary relocation assistance (Household Members):

4. The Resident hereby accepts, on behalf of the Resident and all Household Members, temporary relocation from the Structure to the following location (Temporary Residence).

(name and address of Temporary Residence)

Commencement of Benefits and Terms

5. EPA will provide the Resident at least _____ days advanced notice of the date upon which the Structure must be vacated (Vacate Date). The Resident agrees that the Resident and all Household Members will then voluntarily leave the Structure on that date.

6. The Resident understands that during the time the Resident and the Household Members are temporarily relocated by EPA, the Resident remains responsible for any Structure-associated bills or payments, including but not limited to, mortgage, equity-line, or rental payments, homeowner's insurance payments, and utility bills. The Resident is further aware that if the Resident does not continue to make any such payments, some or all of EPA's temporary relocation assistance may be terminated.

7. The Resident understands that, for safety reasons, the Resident and Household Members will not be able to return to the Structure while removal activities are underway, and they should take all necessary personal property and records to their Temporary Residence or place it in the EPA-provided storage units.

8. If EPA has entered into a compensation agreement with the Structure owner (who may be a different individual than the Resident) to rebuild a replacement structure, EPA will provide the Resident, if requested, with onsite storage units and packing materials. The Resident understands that it will be the Resident's and Household Members' responsibility to pack their personal property by the Vacate Date.

9. The Resident further understands that EPA will assume that any personal property remaining in or around the Structure after the Vacate Date has been abandoned by the Resident and Household Members and thereafter it may be disposed of by EPA. The Resident will allow EPA or its representatives to videotape the Structure and any remaining personal property before the Resident and Household Members depart.

10. The Resident understands that EPA will reimburse the Resident for the following reasonable out-of-pocket expenses that apply:

☐ For Hotels or Motels:

EPA Established Basic Room Rate

\$ _____

☐ For Rental Units:

Rental deposits \$_____ (one time payment) (If a rental deposit is returned to the Resident by the landlord at the end of the temporary relocation, the Residents agrees to return this deposit to EPA.)

Rental Agreement or Lease for Temporary Residence \$_____ (including maintenance/condo fees)

Tenant insurance \$_____ (as required)

Utilities at the temporary address:

electric

gas

trash pickup

basic telephone service (EPA will not reimburse for telephone service late fees)

water

Total of monthly utility bills: \$_____

☐ Other Expenses

Daily meals and incidentals \$_____
(for Temporary Residences without kitchens)

Kennel/Pasturing Fees \$_____

Mileage reimbursement \$_____
(extra mileage for feeding livestock, or other purposes)

Moving expenses \$_____

Storage fees \$_____

_____ \$ _____

_____ \$ _____

11. The Resident understands that EPA may pay for other expenses associated with the temporary relocation only if the expenses are approved in advance by EPA and receipts and/or other evidence of the expenditure are presented, and the reasons for the expense are documented.

12. The Resident understands that EPA has offered to reimburse them for any expenses associated with renting a safety deposit box at a hotel or bank for storing small items of value such as jewelry, important papers, etc. and in secured storage facilities for larger items of value such as televisions, VCRs, other electronic items, etc.

Termination of Benefits

13. The Resident understands that all temporary relocation assistance under this Agreement, except as provided below, will end 7 days after EPA issues the Structure owner a Notice of Completion of the replacement structure and all utilities are reconnected. EPA will provide the Resident with at least 7 days advanced written notice of the date when temporary relocation assistance benefits will terminate. The Resident will, however, have 30 days to remove the Resident's and Household Members' personal property from the EPA-provided storage units. If the Resident or Household Members remain in the Temporary Residence or continue to store items in EPA-provided storage units after benefits are terminated, they will be solely responsible for all costs associated with continued occupancy of the Temporary Residence and/or use of the storage unit.

Obligations of Resident/Household Members During Temporary Relocation

14. The Resident and Household Members agree to abide by the management rules of the Temporary Residence, and understand that failure to do so may result in the management requiring them to leave the Temporary Residence. If the Resident and/or Household Members are required to leave the Temporary Residence for failure to abide by the management rules, EPA may, at its discretion, terminate this Agreement. EPA will first provide the Resident with 14 days advanced written notice and an explanation of its decision to terminate this Agreement.

15. At check out from the Temporary Residence, the Resident agrees to pay for all charges not covered by the established basic room rate or rental amount being paid by EPA. If the Resident fails to pay these expenses, EPA may withhold part of the Resident's temporary relocation reimbursement.

16. The Resident understands that the Resident is responsible to the owner, hotel, landlord, or rental company for any damage to the Temporary Residence, including furniture, caused by the Resident or the Household Members or their family or guests. The Resident understands that EPA may withhold part of the Resident's temporary relocation reimbursement if the Resident fails to compensate the owner, hotel, landlord, or rental company for such damages.

17. The Resident understands that if EPA becomes aware of any potentially illegal activity by the Resident or the Household Members at the Structure or the Temporary Residence,

EPA may contact the appropriate authorities and may, at its discretion, terminate this Agreement. EPA will first provide the Resident with 7 days advanced written notice and an explanation of its decision to terminate this Agreement.

18. If family circumstances change while the Resident and Household Members are temporarily relocated (e.g., birth of a child, departure of the Resident or a Household Member from the Temporary Residence for greater than 7 days, etc.), the Resident must timely notify EPA of the event. Additionally, if, during the temporary relocation period, the Resident and/or Household Members choose not to return to the replacement structure or learn that they will not be able to return to the replacement structure (e.g., the Structure owner has terminated the lease or other agreement with the Resident and/or Household Members), the Resident must notify EPA. The Resident understands that the above changes in family circumstances may result in increases or decreases in the temporary relocation assistance.

19. The Resident understands that it is EPA's policy to provide the Resident and Household Members an opportunity to have any dispute over their eligibility for or the amount of a temporary relocation assistance payment reviewed by an EPA official not involved in the disputed issue. The Resident or Household member must submit a written description of the dispute and a detailed justification to support their claim to EPA.

20. As a representative of the Structure and on behalf of the Household Members, I/we have read this Agreement and understand and accept the terms and conditions of this temporary relocation Agreement. I/we request that the temporary relocation assistance checks be made

payable to: _____.

Resident(s):

Signature: _____ Social Security Number: _____

Printed Name: _____ Date: _____

Signature: _____ Social Security Number: _____

Printed Name: _____ Date: _____

United States Environmental Protection Agency

By: _____ Date: _____

Daniel Meer, Assistant Director
Emergency Response, Preparedness & Prevention Branch
Superfund Division
U.S. EPA Region 9